Filed 06/26/12 Page 1 of 8 Case 4:11-cv-00038-CDL Document 39-1

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Bank of America, N.A. P.O. Box 26078 Greensboro, NC 27420

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TERRANCE DURR

1306 FAIRLANE DR DOTHAN, AL 36301-3820



Equity Maximizer Number: 6831 8001 853899

Page 1 of 2 Statement Period 06/20/2007 - 07/20/2007

Fixed Rate Loan Options are available. Please call customer service for current rates.

Customer Service Information

For payoff or additional information, please call:

1.800.934.LOAN (5626)

Home Equity Customer Service

1.866.345.1260

TDD/TTY Users only

Or you may write to:



Bank of America, N.A. P. O. Box 21848 Greensboro, NC 27420-1848

Bank of America Equity Maximizer

Equity Maximizer Account Summary

Principal Balance

Account Number 6831 8001 853899

\$68,000.00

Total Credit Line:\$66,000.00

Variable Rate:

Principal Balance:\$68,000.00

Available Credit:\$0.00

Variable Rate Portion Summary

Payment Due Date:	08/14/2007	ANNUAL PERCENTAGE RATE	8.74%*
Current Payment Due:	\$504.76	Daily Periodic Rate	.0239452%
Past Due Amount:	\$0.00	Corresponding Annual Percentage Rate	8.74%
TOTAL MINIMUM PAYMENT DUE:	\$504.76	Days in Billing Cycle	31
\$	# 0.00	Periodic FINANCE CHARGE Other FINANCE CHARGES	\$504.76 \$0.00
Outstanding Fees:	\$0.00	Offici Finance Charges	φυ.υυ

Payment shown above does not include Fixed Rate Loan Options. However, the status of your Fixed Rate Loan Option is shown on this statement. Any Fixed Rate Loan Options you have will be billed separately.

Your outstanding principal balance exceeds your credit limit. We will be unable to advance additional funds on your CreditLine until your outstanding principal balance is reduced.



In order to receive your payment by the due date, we suggest mailing at least five (5) business days prior to that date. Please refer to important disclosures, account and payment information found elsewhere on this statement backed BOA00913.RTP 06001525 / 001/03083

Payment Coupon - Please return with your payment

TERRANCE DURR

Additional Principal:

Equity Maximizer Number:

6831 8001 853899

Payment Enclosed:

\$504.76 Make Check Payable to:

Current Payment Due:

\$0.00

Past Due Amount:

\$504.76

BANK OF AMERICA, N.A.

Total Minimum Payment Due: Payment Due Date:

\$530.00, which includes a \$25.24 late fee.

08/14/2007

P.O. Box 538680

Atlanta GA 30353-8680

\$

Your payment will draft automatically. If payment is received after 08/24/2007 please pay

> 683180018538995 544584011 810000000050476

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Billing Rights Summary -

In Case of Errors or Questions on Your Bank of America CreditLine Account Statement.

If you think your Statement is wrong, or if you need more information about a transaction on your Statement, write to us on a separate sheet at the address located in the Customer Service Information section on Page 1 as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us at the Customer Service telephone number located in the Customer Service Information section on Page 1, but doing so will not preserve your rights.

In your letter, please provide us with the following information:

· Your name and your Account number, and

· The dollar amount of the suspected error, and

· A description of the error or the transaction and an explanation, as clearly as you can, why you believe there is an error. If you need more information, a description of the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your Statement that are not in question. While we are investigating your question, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule For Credit Card Purchases: If you have a problem with the quality of goods or services that you purchased with an Account Access Card attached to your Equity CreditLine (if you have one), and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods and services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of the purchase).

Variable Interest Rate or Fixed Interest Rate Daily Principal Balance Calculation.

To get the variable interest rate or fixed interest rate daily principal balance, we:

START with the beginning principal balance each day,

ADD new checks, advances and any principal adjustments, then

SUBTRACT principal payments and credits.

The ANNUAL PERCENTAGE RATE and the Daily Periodic rate on the front of this Billing Statement are both variable and may vary each Billing Statement period.

Fixed Rate Option Daily Principal Balance Calculation.

To get the fixed rate option daily principal balance, we:

START with the beginning principal balance each day,

ADD, only for the first statement period, the converted amount, and if financed, any fixed rate option conversion fee, and any principal adjustments, then SUBTRACT principal payments and credits.

Finance Charge Calculation. Daily Principal Balance Method (including current transactions).

The daily FINANCE CHARGE is calculated by multiplying the daily periodic rate by the Variable Rate or Fixed Rate Daily Principal Balance for each day in your Statement Period. If your Account includes any fixed rate options, a separate calculation is required for the Variable Rate Daily Principal Balance and for each Fixed Rate Option Daily Principal Balance. Then all of the daily FINANCE CHARGES are added, along with any fixed rate option conversion fees, to get the total FINANCE CHARGES for your Statement Period.

There is not a grace period within which you can pay off any principal balance of your Account without accruing a daily FINANCE CHARGE.

Payment Receipt Information. For a payment to be credited to your Account on the same business day received, the payment coupon and the payment must be mailed to the payment mailing address shown on the payment coupon and received by Bank of America, N.A. at the address by 12:00 p.m. Payments received by 2:00 p.m. on business days via overnight private courier to the address you may obtain through Customer Service at the telephone number shown on Page 1, will be applied to your Account as of the date received. Payments made in a Bank of America, N.A. banking center (non-ATM) prior to 2:00 p.m., with a receipt given for payment, will be applied to your Account as if received on that business day. Payments made through Bank of America PC Banking, through a Bank of America, N.A. automatic debit or through an ACH debit will be applied to your Account by the end of the next business day. Payments received by Bank of America, N.A. from any other location, including a payment received at a Bank of America, N.A. ATM or through any bill paying service, or in any other nonstandard form, may not be credited to your Account for up to five (5) business days. Business days are Monday through Friday, exclusive of holidays. All payments sent to Bank of America, N.A. must be in the form of a check or money order (drawn in United States dollars and payable by a United States financial institution or the United States Post Office) made payable to Bank of America, N.A.

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU. WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

FOR NON BUSINESS TEXAS CREDIT LINE ACCOUNTS ONLY Although the below notice is required by law, no late charge is assessed on this account.

A LATE CHARGE OF FIVE PERCENT OF THE PAYMENT DUE OR A MAXIMUM OF \$15 WILL BE ASSESSED FOR A PAYMENT MADE 10 DAYS OR MORE AFTER THE DATE PAYMENT FOR THIS BILL IS DUE.

Please DO NOT send payments to the Customer Service address. See the Payment Mailing Address on the Payment Coupon.

Change of Address. Please call the Customer Service telephone number on the front of your statement to tell us about a change of address,

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Case 4:11-cv-00038-CDL Document 39-1 Filed 06/26/12 Page 3 of 8



Equity Maximizer Number: 6831 8001 853899

Page 2 of 2 Statement Period 06/20/2007 - 07/20/2007

TERRANCE DURR

Transaction Summary

Variable Rate Portion

Beginning Outstanding Balance:

\$68,488.48

Ending Outstanding Balance:

\$68,504.76

\$504.76

Effective <u>Date</u>	<u>Detail</u>	Fees/Chgs/ Insurance	Finance <u>Charges</u>	<u>Principal</u>	Transaction <u>Total</u>	Principal <u>Balance</u>
06/20/07	Beginning Balance					\$68,000.00
07/14/07	Auto Payment Account 334004979514		-\$488.48		\$488.48	\$68,000.00
07/20/07	Finance Charges/Interest		\$504.76		\$504.76	\$68,000.00
07/20/07	Ending Balance					\$68,000.00

Itemization of FINANCE CHARGES for this statement period: *NOTE: Any fees, whether financed or paid in cash, will cause the ANNUAL PERCENTAGE RATE to be higher than the corresponding ANNUAL PERCENTAGE RATE. **Fixed Rate Fixed Rate Fixed Rate Fixed Rate** Account Variable Loan Loan Loan Loan Option 3 Option 4 <u>Total</u> Option 1 Option 2 <u>Type</u> **Rate Portion** Interest resulting from \$504.76 Daily Periodic Rate: \$504.76 \$0.00 \$0.00 \$0.00 \$0.00 Conversion Fee for \$0.00 \$0.00 \$0.00 Fixed Rate Loan Option: \$0.00 \$0.00 \$0.00

\$0.00

\$0.00

\$0.00

\$504.76

The interest rate for your next billing cycle will be 8.74%.

TOTAL FINANCE CHARGES:

Your automatic payment in the amount of \$504.76 will be deducted on August 14, 2007 from the account you designated.

\$0.00



Case 4:11-cv-00038-CDL Document 39-1 Filed 06/26/12 Page 4 of 8

Billing Rights Summary -

In Case of Errors or Questions on Your Bank of America CreditLine Account Statement.

If you think your Statement is wrong, or if you need more information about a transaction on your Statement, write to us on a separate sheet at the address Iccated in the Customer Service Information section on Page 1 as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us at the Customer Service telephone number located in the Customer Service Information section on Page 1, but doing so will not preserve your rights.

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Your name and your Account number, and

· The dollar amount of the suspected error, and

· A description of the error or the transaction and an explanation, as clearly as you can, why you believe there is an error. If you need more information, a description of the item you are unsure about.

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Variable Interest Rate or Fixed Interest Rate Daily Principal Balance Calculation.

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Fixed Rate Option Daily Principal Balance Calculation.

To get the fixed rate option daily principal balance, we:

START with the beginning principal balance each day,

ADD, only for the first statement period, the converted amount, and if financed, any fixed rate option conversion fee, and any principal adjustments, then SUBTRACT principal payments and credits.

Finance Charge Calculation. Daily Principal Balance Method (including current transactions).

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There is not a grace period within which you can pay off any principal balance of your Account without accruing a daily FINANCE CHARGE.

Payment Receipt Information. For a payment to be credited to your Account on the same business day received, the payment coupon and the payment must be mailed to the payment mailing address shown on the payment coupon and received by Bank of America, N.A. at the address by 12:00 p.m. Payments received by 2:00 p.m. on business days via overnight private courier to the address you may obtain through Customer Service at the telephone number shown on Page I, will be applied to your Account as of the date received. Payments made in a Bank of America, N.A. banking center (non-ATM) prior to 2:00 p.m., with a receipt given for payment, will be applied to your Account as if received on that business day. Payments made through Bank of America PC Banking, through a Bank of America, N.A. automatic debit or through an ACH debit will be applied to your Account by the end of the next business day. Payments received by Bank of America, N.A. from any other location, including a payment received at a Bank of America, N.A. ATM or through any bill paying service, or in any other nonstandard form, may not be credited to your Account for up to five (5) business days. Business days are Monday through Friday, exclusive of holidays. All payments sent to Bank of America, N.A. must be in the form of a check or money order (drawn in United States dollars and payable by a United States financial institution or the United States Post Office) made payable to Bank of America, N.A.

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Change of Address. Please call the Customer Service telephone number on the front of your statement to tell us about a change of address.

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Case 4:11-cv-00038-CDL Document 39-1 Filed 06/26/12 Page 5 of 8

Bank of America

Bank of America, N.A. P.O. Box 26078 Greensboro, NC 27420



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1306 FAIRLANE DR DOTHAN, AL 36301-3820 tallallandlillannillallaladallalladlinalladalla อาจ์ity Maximizer Number: 6831 8001 853899

Page 1 of 2

Statement Period 03/21/2007 - 04/19/2007

Fixed Rate Loan Options are ava lable. Please call customer service for current rates.

Customer Service Information



For payoff or additional information, please call:

1,800.934.LOAN (5626)

Horne Equity **Customer Service**

1.866.345.1260

TDD/TTY Users only

Or you may write to:



Bank of America, V.A. P. O. Box 21848 Greensboro, NC 27420-1848

Bankiof America Equity Maximizer

Equity Maximizer Account Summary

Principal Balance

Variable Rate:

Outstanding Fees:

Total Credit Line:\$66,000 00

\$68,000.00

Principal Balance:\$68,000.00

Account Number 6831 8001 853899

Available Credit:\$0.00

Variable Rate Portion Summary

		The same of the sa	
Payment Due Date:	05/14/2007	ANNUAL PERCENTAGE RATE	8.74%*
Current Payment Due:	\$488.48	Daily Periodic Rate	0239452%
Past Due Amount:	\$0.00	Corresponding Annual Percentage Rate	8.74%
TOTAL MINIMUM PAYMENT DUE:	\$488.48	Days in Billing Cycle	30
		Periodic FINANCE CHARGE	\$438.48
Outstanding Fees:	\$0.00	Other FINANCE CHARGES	\$0.00

Payment shown above does not include Fixed Rate Loan Options. However, the status of your Fixed Rate Loan Option is shown on this statement. Any Fixed Rate Loan Options you have will be billed separately.

Your outstanding principal balance exceeds your credit limit. We will be unable to advance additional funds on your CreditLine until your outstanding principal balance is reduced.

In order to receive your payment by the due date, we suggest mailing at least five (5) business days prior to that date. Please refer to important disclosures, account and payment information found elsewhere on this statement oates poeters boards at the united by the property of the property of

Payment Coupon Please return with your payment

TERRANCE DURR

Principal:

Equity Maximizer Number:

6831 8001 853899

Payment Enclosed:

Current Payment Due:

\$488.48

\$0.00

Make Check Payable to:

16.15.4001.41.16.16.16.16.16.16.10.40.16.16.1

Additional

Total Minimum Payment Due:

\$488.48

BANK OF AMERICA, N.A.

Payment Due Date:

Past Due Amount:

05/14/2007

P.O. Box 538680

Atlanta GA 30353-8680

Your payment will draft automatically. If payment is received after 05/24/2007 please pay \$51 2.90, which includes a \$24.42 late fee.

h.B.B.m.H.d.b.all.b.d.M.b.b.H.m.b.b.B.m.H.d

544584011 683180018538995 310000000048848

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Billing Rights Summary -

In Case of Errors or Questions on Your Bank of America CreditLine Account Statement.

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Variable Interest Rate or Fixed Interest Rate Daily Principal Balance Calculation.

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ADD new checks, advances and any principal adjustments, then

SUBTRACT principal payments and credits.

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Fixed Rate Option Daily Principal Balance Calculation.

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ADD, only for the first statement period, the converted amount, and if financed, any fixed rate option conversion fee, and any principal adjustments, then SUBTRACT principal payments and credits

Finance Charge Calculation. Daily Principal Balance Method (including current transactions).

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Payment Receipt Information. For a payment to be credited to your Account on the same business day received, the payment coupon and the payment must be mailed to the payment mailing address shown on the payment coupon and received by Bank of America, N.A. at the address by 12:00 p.m. Payments received by 2:00 p.m. on business days via overnight private courier to the address you may obtain through Customer Service at the telephone number shown on Page 1, will be applied to your Account as of the date received. Payments made in a Bank of America, N.A. banking center (non-ATM) prior to 2:00 p.m., with a receipt given for payment, will be applied to your Account as if received on that business day. Payments made through Bank of America PC Banking, through a Bank of America, N.A. automatic debit or through an ACH debit will be applied to your Account by the end of the next business day. Payments received by Bank of America, N.A. from any other location, including a payment received at a Bank of America, N.A. ATM or through any bill paying service, or in any other nonstandard form, may not be credited to your Account for up to five (5) business days. Business days are Monday through Friday, exclusive of holidays. All payments sent to Bank of America, N.A. must be in the form of a check or money order (drawn in United States dollars and payable by a United States linancial institution or the United States Post Office) made payable to Bank of America, N.A.

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU. WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

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Please DO NOT send payments to the Customer Service address. See the Payment Mailing Address on the Payment Coupon.

Change of Address. Please call the Customer Service telephone number on the front of your statement to tell us about a change of address.

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00-05-3092B 01-2007 BOA09R

Case 4:11-cv-000,38-CDL Document 39-1 Filed 06/26/12 Page 7 of 8

Bank of America ______

L√uity Maximizer Number: 6831 8001 853899

Page 2 of 2 Statement Period 03/21/2007 - 04/19/2007

TERRANCE DURR

Transaction Summary

Variable Rate Portion

Beginning Outstanding Balance:

\$68,050.52

Ending Outstanding Balance:

\$68,488.48

Effective <u>Date</u>	<u>Detail</u>	Fees/Chgs/ <u>Insurance</u>	Finance <u>Charges</u>	<u>Principal</u>	Transaction <u>Total</u>	Principal <u>Balance</u>
03/21/07	Beginning Balance					\$68,000.00
04/14/07	Auto Payment Account 334004979514		-\$50.52		\$50.52	\$68,000.00
04/19/07	Finance Charges/Interest		\$488.48		\$488.48	\$68,000.00
04/19/07	Ending Balance					\$68,000.00

cause the ANNUAL PERCENTA				•	•	
Туре	Variable <u>Rate Portion</u>	Fixed Rate Loan <u>Option 1</u>	Fixed Rate Loan <u>Option 2</u>	Fixed Rate Loan <u>Option 3</u>	Fixed Rate Loan <u>Option 4</u>	Account <u>Total</u>
Interest resulting from Daily Periodic Rate:	\$488.48	\$0.00	\$0.00	\$0.00	\$0.00	\$488.48
Conversion Fee for Fixed Rate Loan Option:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FINANCE CHARGES:	\$488.48	\$0.00	\$0.00	\$0.00	\$0.00	\$488.48

The interest rate for your next billing cycle will be 8.74%.

Your automatic payment in the amount of \$488.48 will be deducted on May 14, 2007 from the account you designated.



Case 4:11-cv-00038-CDL Document 39-1 Filed 06/26/12 Page 8 of 8

Billing Rights Summary -

In Case of Errors or Questions on Your Bank of America CreditLine Account Statement.

If you think your Statement is wrong, or if you need more information about a transaction on your Statement, write to us on a separate sheet at the address located in the Customer Service Information section on Page 1 as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us at the Customer Service telephone number located in the Customer Service Information section on Page 1, but doing so will not preserve your rights.

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- · Your name and your Account number, and
- · The dollar amount of the suspected error, and
- A description of the error or the transaction and an explanation, as clearly as you can, why you believe there is an error. If you need more information, a description of the item you are unsure about.

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ADD new checks, advances and any principal adjustments, then

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Fixed Rate Option Daily Principal Balance Calculation.

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Payment Receipt Information. For a payment to be credited to your Account on the same business day received, the payment coupon and the payment must be mailed to the payment mailing address shown on the payment coupon and received by Bank of America, N.A. at the address by 12:00 p.m. Payments received by 2:00 p.m. on business days via overnight private courier to the address you may obtain through Customer Service at the telephone number shown on Page 1, will be applied to your Account as of the date received. Payments made in a Bank of America, N.A. banking center (non-ATM) prior to 2:00 p.m., with a receipt given for payment, will be applied to your Account as if received on that business day. Payments made through Bank of America PC Banking, through a Bank of America, N.A. automatic debit or through an ACH debit will be applied to your Account by the end of the next business day. Payments received by Bank of America, N.A. from any other location, including a payment received at a Bank of America, N.A. ATM or through any bill paying service, or in any other nonstandard form, may not be credited to your Account for up to five (5) business days. Business days are Monday through Friday, exclusive of holidays. All payments sent to Bank of America, N.A. must be in the form of a check or money order (drawn in United States dollars and payable by a United States financial institution or the United States Post Office) made payable to Bank of America, N.A.

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU. WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

FOR NON BUSINESS TEXAS CREDIT LINE ACCOUNTS ONLY Although the below notice is required by law, no late charge is assessed on this account.

A LATE CHARGE OF FIVE PERCENT OF THE PAYMENT DUE OR A MAXIMUM OF \$15 WILL BE ASSESSED FOR A PAYMENT MADE 10 DAYS OR MORE AFTER THE DATE PAYMENT FOR THIS BILL IS DUE.

Please DO NOT send payments to the Customer Service address. See the Payment Mailing Address on the Payment Coupon.

Change of Address. Please call the Customer Service telephone number on the front of your statement to tell us about a change of address.

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